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November 13, 2017

VIA ECF & HAND DELIVERY

David K. Kessler, Esq.
Assistant United States Attorney
U.S. Attorney's Office for the Eastern District of New York
271 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Greebel, S1 15 Cr. 637 (KAM)

Dear Assistant U.S. Attorney Kessler:

Pursuant to your November 11, 2017 email request, we hereby supplement our expert disclosure dated October 13, 2017 (Dkt. No. 405) as to Alan Johnson, as follows:

First, as a potential response to the testimony already elicited by the government in its case-in-chief regarding the termination-for-cause provision in Mr. Shkreli's employment agreement with Retrophin, Mr. Johnson may testify that such a provision is not unique in Mr. Johnson's extensive professional experience in the field of executive compensation, and searching through Google, Mr. Johnson has thus far identified 4 employment agreements for public company executives with comparable termination-for-cause provisions (set forth in Exhibit C).

Second, Mr. Greebel does not presently intend to elicit Mr. Johnson's potential testimony relating to the consulting agreements identified through the SEC EDGAR search described in our October 13, 2017 disclosure.

Yours truly,

/s/ Winston Y. Chan
Winston Y. Chan

Enclosure

cc: Clerk of the Court (via ECF)